

1 Brian C. Rocca, Bar No. 221576
 brian.rocca@morganlewis.com
 2 Sujal J. Shah, Bar No. 215230
 sujal.shah@morganlewis.com
 3 Michelle Park Chiu, Bar No. 248421
 michelle.chiu@morganlewis.com
 4 Minna Lo Naranjo, Bar No. 259005
 minna.naranjo@morganlewis.com
 5 Rishi P. Satia, Bar No. 301958
 rishi.satia@morganlewis.com
MORGAN, LEWIS & BOCKIUS LLP
 6 One Market, Spear Street Tower
 San Francisco, CA 94105-1596
 Telephone: (415) 442-1000
 7
 8 Richard S. Taffet, *pro hac vice*
 richard.taffet@morganlewis.com
MORGAN, LEWIS & BOCKIUS LLP
 9 101 Park Avenue
 New York, NY 10178-0060
 Telephone: (212) 309-6000
 10
 11 *Counsel for Defendants*
 12

13 Glenn D. Pomerantz, Bar No. 112503
 glenn.pomerantz@mto.com
 14 Kuruvilla Olasa, Bar No. 281509
 kuruvilla.olasa@mto.com
MUNGER, TOLLES & OLSON LLP
 15 350 South Grand Avenue, Fiftieth Floor
 Los Angeles, California 90071
 Telephone: (213) 683-9100
 16
 17 Kyle W. Mach, Bar No. 282090
 kyle.mach@mto.com
 18 Justin P. Raphael, Bar No. 292380
 justin.raphael@mto.com
 19 Emily C. Curran-Huberty, Bar No. 293065
 emily.curran-huberty@mto.com
 20 Dane P. Shikman, S.B. #313656
 dane.shikman@mto.com
 21 Rebecca L. Sciarrino, S.B. # 336729
 rebecca.sciarrino@mto.com
MUNGER, TOLLES & OLSON LLP
 22 560 Mission Street, Twenty Seventh Fl.
 San Francisco, California 94105
 Telephone: (415) 512-4000
 23
 24 Jonathan I. Kravis, *pro hac vice*
 jonathan.kravis@mto.com
MUNGER, TOLLES & OLSON LLP
 25 601 Massachusetts Ave. NW, Ste 500E
 Washington, D.C. 20001
 Telephone: (202) 220-1100
 26

27 **UNITED STATES DISTRICT COURT**
 28
 29 **NORTHERN DISTRICT OF CALIFORNIA**
 30
 31 **SAN FRANCISCO DIVISION**

**20 IN RE GOOGLE PLAY STORE
21 ANTITRUST LITIGATION**

22 THIS DOCUMENT RELATES TO:

**23 *Epic Games Inc. v. Google LLC et al.*, Case
24 No. 3:20-cv-05671-JD**

**25 *Match Group, LLC et al. v. Google LLC et al.*,
26 Case No. 3:22-cv-02746-JD**

Case No. 3:21-md-02981-JD

**27 DECLARATION OF CHRISTIAN
28 CRAMER IN SUPPORT OF
29 ADMINISTRATIVE MOTION TO FILE
30 UNDER SEAL MATERIALS
31 SUBMITTED IN CONNECTION WITH
32 PLAINTIFFS' REPLY ISO PLAINTIFFS'
33 PROPOSED SANCTION RE CHATS**

34 Judge: Hon. James Donato

1 I, Christian Cramer, declare as follows:

2 1. I am currently a Finance Director for Defendant Google LLC (along with Google-
3 affiliated entities, “Google”). I have been employed by Google since September 2007 and have
4 held my current position since March 2017. Over the course of my employment at Google, I
5 have acquired personal knowledge of Google’s practices and procedures concerning the
6 maintenance of the confidentiality of its strategic, business, and marketing information.

7 2. I submit this declaration in support of the Administrative Motion to Seal Materials
8 Submitted in Connection With Plaintiffs’ Reply In Support of Plaintiffs’ Proposed Sanction Re
9 Chats (“Motion”), filed on October 12, 2023 in *In re Google Play Store Antitrust Litigation* (No.
10 21-md-02981-JD) (N.D. Cal) (“MDL”); *see also Match Group, LLC et al. v. Google LLC et al.*,
11 No. 3:22-cv-02746-JD (N.D. Cal.); *Epic Games, Inc. v. Google LLC et al.*, No. 3:20-cv-05671-
12 JD (N.D. Cal.).

13 3. The facts set forth in this declaration are true and correct to the best of my
14 knowledge, information, and belief, and are based on my personal knowledge of Google’s
15 policies and practices as they relate to the treatment of confidential information, the materials
16 that were provided to me and reviewed by me, and/or conversations with other knowledgeable
17 employees of Google. If called upon as a witness in this action, I could and would testify from
18 my personal knowledge and knowledge acquired from sources with factual foundation.

19 **The Material to Be Sealed Is Highly Confidential Because It Reflects Confidential Terms of
20 Non-Public Commercial Agreements**

21 4. As demonstrated with factual particularity below, all the material for which
22 Google requests sealing is maintained as highly confidential. To the best of my knowledge, none
23 of this material has been publicly disclosed.

24 5. As a matter of routine practice and internal policy, Google and its employees
25 strictly treat as confidential, *inter alia*, (i) internal, non-public financial information; (ii) non-
26 public commercial proposals to third parties; (iii) non-public agreements with third parties; (iv)
27 internal surveys and analyses of customer preferences, spending, revenue, market conditions,
28 business strategy, competitive dynamics, and commercial opportunities; (v) non-public financial

1 forecasts and business plans; (vi) trade secrets; and (vii) other sensitive material that, if publicly
2 disclosed, could potentially enable Google's competitors to undermine Google's competitive
3 position in the marketplace, allow current or prospective business partners or counterparties to
4 take unfair advantage of Google in negotiations or other business affairs, violate Google's
5 confidentiality obligations to third parties, or otherwise prejudice Google's business interests. In
6 my experience and to the best of my knowledge, Google does not disclose internal documents,
7 data, or information of this nature outside of the company, except to authorized third parties
8 when so required or permitted by law or contract. To that end and in order to prevent inadvertent
9 revelation of this information to the public, Google has several policies in place like prohibiting
10 employees from accessing information beyond what is reasonably necessary to perform their
11 duties, limiting access to certain internal systems, permitting access to document databases on a
12 need-to-know basis, and requiring the use of an encrypted email system. I am also aware that,
13 generally, Google employees are required to sign a confidentiality agreement requiring each
14 employee to keep information confidential and shared only within the company.

15 6. Third parties—including Google's customers, suppliers, business partners, and
16 others who interact or transact with Google in an array of contexts—entrust highly sensitive,
17 non-public, and confidential information to Google every day. These third parties have an
18 expectation that Google can and will protect the confidentiality of that information. In many
19 cases, Google is contractually bound to keep that information confidential. In my experience and
20 to the best of my knowledge, Google does not disclose internal documents, data, or information
21 reflecting third parties' confidential information outside of the company, unless and only to the
22 extent it has been authorized (or is lawfully permitted or required) to do so. Rather, as noted
23 above, Google policies and protocols are designed to ensure the confidentiality of third-party
24 material is strictly maintained.

25 **There is Good Cause and Compelling Reasons to Seal Google's Highly Confidential
Material**

26 7. As demonstrated with factual particularity below, there is "good cause" to seal
27 Google's confidential materials. But even if Google were required to demonstrate "compelling
28

reasons” for sealing, the materials for which Google requests sealing would still satisfy that standard. The public disclosure of Google’s internal, confidential material (including material that reflects third parties’ confidential information) could, among other things, harm Google’s business and customer relationships, undermine Google’s ability to retain and attract customers and business partners who entrust Google with their confidential information, jeopardize Google’s ability to conduct business with current and prospective business partners, enable Google’s competitors to undermine Google’s competitive position in the marketplace, allow current or prospective business partners or counterparties to take unfair advantage of Google in negotiations or other business affairs, or otherwise prejudice Google’s and/or third parties’ business interests. These materials therefore derive economic value from not being generally known to Google’s competitors, counterparties, or the public. The release of this information to the public will cause tangible commercial injury to Google and to those who provided their confidential information to Google with the expectation that confidences would be maintained.

8. I understand that this Motion requests that the Court maintain the specific information identified below under seal. For the reasons stated below, this information is confidential and highly sensitive, and if publicly disclosed, could significantly prejudice Google’s competitive position by harming Google’s relationship with business partners, putting Google at unfair disadvantage in future business negotiations, and permitting Google’s competitors to gain unfair advantage in competition with Google.

Specific Information to Be Sealed

**Plaintiffs' Reply ISO Plaintiffs' Proposed Sanction re Chats [Dkt. 673-1]
(Exhibit A1)**

9. **Page 10, Line 27 (between “at least” and “(Zaken Decl.,”).** This text contains the confidential, non-public expiration date of an ongoing commercial agreement between Google and a non-party OEM, and implicates the OEM’s confidentiality interest by revealing the confidential term of an agreement with a Google business partner who is not party to this litigation, and who has a reasonable expectation that Google will maintain the confidentiality of

1 contractual terms. Disclosure of this non-public information is likely to result in competitive and
2 economic harm to Google, as it reveals the length of an existing commercial agreement that
3 Google's competitors may use to gain an unfair business advantage in negotiations by having
4 access to the non-public terms of Google's confidential agreements.

5 **Plaintiffs' Reply ISO Plaintiffs' Proposed Sanction re Chats – Exhibit 1**

6 [Dkt. 673-2]

(Exhibit A2)

7 10. **Exhibit 1, Page -795-796 (between “effective as of” and (“Execution”, all**
8 **text of Section 1, excluding title and all text of Section 2, excluding title).** This text reflects
9 highly confidential, non-public terms of a current negotiated agreement between Google and a
10 non-party OEM. Disclosure of this non-public information is likely to result in competitive and
11 economic harm to Google, as it reveals the terms of a highly-negotiated existing commercial
12 agreement and Google's competitors may use this information to gain an unfair business
13 advantage in negotiations by having access to the non-public terms of Google's confidential
14 agreements. This text also implicates the OEM's confidentiality interest by revealing the
15 confidential terms of an agreement with a Google business partner who is not party to this
16 litigation, and who has a reasonable expectation that Google will maintain the confidentiality of
17 contractual terms.

18
19 I declare under penalty of perjury that the foregoing is true and correct. Executed on the 19th day
20 of October, 2023, in Mountain View, California.

21 DocuSigned by:

22 
23 7E2E7561498147C

24 Christian Cramer